ADVISORY SERVICES AGREEMENT

on

Support to the Implementation of the National Strategy on Digital Agenda for Romania 2014-2020

between

MINISTRY OF INFORMATION SOCIETY

AND

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

Dated April 2, 2015, 2015
AGREEMENT FOR ADVISORY SERVICES

AGREEMENT dated the 2nd day of April 2015, between the MINISTRY OF INFORMATION SOCIETY (the “Recipient”) and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “Bank”).

WHEREAS, the Recipient has requested the Bank to provide to the Recipient technical assistance (analytical and advisory services) described in the Schedules to this Agreement for the update of the Integrated Development Plan and propose recommendations for the improvement of the institutional framework for the 2014-2020 programming period, which the Bank has agreed to provide upon the terms and conditions contained in this Agreement (the “Advisory Services”);

WHEREAS, the Government of Romania and the Bank have entered into a Memorandum of Understanding on Partnership and Support in the Implementation of the EU Structural and Cohesion Funds in Romania and Modernization of Public Administration, dated January 26, 2012.

NOW, therefore, the parties hereto agree as follows:

1. **Appointment.** The Recipient hereby appoints the Bank, and the Bank hereby agrees, to carry out the Advisory Services in the manner set forth in this Agreement, with the same care and diligence as it uses in its other analytical and advisory activities. The appointment of the Bank as adviser to the Recipient hereunder shall be non-exclusive and shall not restrict the Recipient from engaging other advisers on the same or related issues.

2. **Bank Personnel.** The Bank shall, in its sole discretion, determine the composition of the staff (including staff holding consultant appointments) (“Bank Personnel”) assigned to perform the Advisory Services. Schedule 1 to this Agreement contains an indicative list of categories of expertise likely to be involved in carrying out the Advisory Services; provided, however, that the Bank retains at all times the right to assign such other person or persons in addition to, or substitution for, any of the persons appearing on that list of expertise as the Bank may deem necessary or appropriate in the performance of its duties hereunder. The Bank shall inform the Recipient on the appointment of such person(s) when assigned. The Recipient may, if it has reasonable cause for dissatisfaction with the performance of any of the Bank Personnel, request the Bank to replace such person(s). The Recipient shall accord all Personnel the status, immunities and privileges set forth in the Bank’s Articles of Agreement and other applicable rules of international law. For avoidance of doubt, it is agreed and understood that this Agreement does not create any employment or other contractual relationship between the Recipient and Bank Personnel. Upon the Recipient’s request, the Bank shall provide the CVs of the relevant Personnel assigned to perform the Advisory Services.

3. **Recipient Contacts.** In carrying out the Advisory Services, the Bank will work closely with the designated officials of the Recipient. The Recipient will provide the Bank with the names and contact information for Recipient personnel assigned to work on the Project.
4. **Recipient Contributions.** The Recipient shall carry out the activities and provide the facilities and other arrangements set out in the Schedules to this Agreement. It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Recipient’s failure to provide its contribution as set forth in this paragraph.

5. **Timing.** While the Bank undertakes to mobilize all reasonable means available to it to carry out the Advisory Services in a timely manner, the work program and timetable set out in the Schedules to this Agreement have been prepared in good faith based in light of information currently available to the Bank, and are given on an indicative basis assuming that: (i) the Recipient and its personnel will carry out their respective duties in a satisfactory and timely manner; and (ii) the Recipient will at all times act in a timely manner in providing information, making decisions and providing necessary support as provided herein and as requested from time to time by the Bank.

6. **Records.** The Bank shall keep appropriate records of the Advisory Services in accordance with its normal record-keeping practices and shall furnish to the Recipient such information regarding the Advisory Services as the Recipient shall reasonably request.

7. **Intellectual Property.** The intellectual property rights of the parties in any pre-existing reports, studies, analyses or other documents used by the Bank in connection with the Advisory Services shall remain with that Party. The intellectual property rights in new materials prepared by the Bank in connection with the Advisory Services shall belong to the Recipient; *provided, however,* that both parties shall have the global, non-exclusive and royalty-free right to use, copy, display, distribute, publish and create derivative works of all or part of these materials and incorporate the information therein in their respective research, papers, publications, web sites, and other media without the consent of the other party, subject to the limitations on disclosure of confidential information and any third party rights.

8. **Representation of the Bank’s views and use of the Bank’s name, marks, and logo.**

   (a) The Recipient agrees that it shall not represent or permit the representation of the Bank’s views without the prior written consent of the Bank.

   (b) The Recipient further agrees that it shall not use or permit the use of the Bank’s name, marks or logos in any advertisements, promotional literature or information without the prior written consent of the Bank, and that if such consent is provided that it shall use the name, marks and logos strictly in accordance with the permission provided and with the insertion of the Bank’s usual disclaimers.

   (c) Both parties shall include the appropriate attribution and disclaimers in new materials prepared in connection with the Advisory Services that the views expressed by the author(s) do not necessarily reflect those of the World Bank, its Board of Executive Directors or the governments they represent.

9. **Confidentiality.** The Parties agree that this Agreement, the outputs set out in the Schedule to this Agreement, and any other documents provided or generated in connection with this Agreement shall only be made available to the public after both parties have granted their written
consent to such disclosure. For this purpose, each of the parties hereby authorizes the other party to disclose and distribute, publish or otherwise disseminate this Agreement, the outputs set out in the Schedule to this Agreement in their final form, and any other documents in their final form or their related information, provided or generated in connection with this Agreement; provided, however, that the providing party, in its reasonable discretion, may designate in writing any information provided or generated by it as proprietary or confidential. Any document that includes information so designated must be clearly marked as confidential on the document cover by the providing party. The receiving party may distribute, publish, disseminate or otherwise disclose such document or information contained within only after the providing party has given its prior written consent.

10. **Effectiveness.** This Agreement shall become effective as of the day and year first above written, once it has been duly signed by both parties (the Effective Date).

11. **Payment**

(a) The Recipient shall pay the Bank an amount not exceeding Romanian Lei three million three hundred and nine thousand nine hundred (RON 3,309,900) for the Advisory Services.

Invoices shall be sent to the Recipient in several tranches, according to the following schedule:

<table>
<thead>
<tr>
<th>Type of Invoice</th>
<th>Amount of Invoice</th>
<th>Reporting Period covered by the invoice</th>
<th>Timing of issuing the Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Advance Invoice</td>
<td>10% of the maximum advisory services amount</td>
<td>within 21 business days of the effectiveness date of this Agreement and after receipt from the Bank of an invoice</td>
<td></td>
</tr>
<tr>
<td>2 Intermediary Invoices</td>
<td>Time based</td>
<td>Every 3 calendar months*</td>
<td>within 30 business days from the end of the reporting period, upon submission and acceptance of the Intermediary Progress Report</td>
</tr>
<tr>
<td>3 Final Payment</td>
<td>Time based</td>
<td>Remaining period until the end of the agreement</td>
<td>within 30 business days of the agreement end date, upon the submission and acceptance of the Final Progress Report</td>
</tr>
</tbody>
</table>

*First reporting period - 3 months, considering the month of signing the agreement a full month, no matter the effective date

Invoices submitted by the Bank shall be accompanied by supporting documentation specified in Section 11(c) of this Agreement. Fifty percent (50%) of the amount of the advance will be deducted from each invoice until the advance payment is fully reimbursed. The Bank shall issue
invoices in Romanian Lei and they shall be paid by the Recipient within 30 business days from the date of invoice.

(b) The Recipient shall pay the Bank for the Advisory Services to reimburse the labor costs for international and local experts at the rates shown in the table below. The invoices submitted by the Bank to the Recipient shall reflect these categories of costs.

<table>
<thead>
<tr>
<th>Category of Experts</th>
<th>Estimated Maximum Number of Days</th>
<th>Daily Billing Rate (RON)</th>
</tr>
</thead>
<tbody>
<tr>
<td>International Expert</td>
<td>400</td>
<td>6,256</td>
</tr>
<tr>
<td>Local Expert</td>
<td>340</td>
<td>2,375</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>RON 3,309,900</td>
</tr>
</tbody>
</table>

(c) The intermediary and final payments to the Bank shall be made by the Recipient based on the invoices submitted by the Bank accompanied by the following supporting documentation:

- a progress report in English and Romanian submitted 15 business days prior to submitting an invoice in accordance with the schedule in Section (a) above. The progress reports shall list the following: (a) types of activities to date; (b) time spent by the Personnel on the activities, (monthly time-sheets shall be annexed); and (c) a brief summary of findings and conclusions to date. The progress reports shall be in the format provided as Schedule 2 to this Agreement. The format may be modified upon mutual agreement between the Bank and the Recipient. The Recipient shall have 10 business days after submission of a progress report by the Bank to respond to the progress report, after which time it is considered accepted. The Bank agrees to respond to any comments on the progress report received by the Recipient within 5 business days.

- a certification note describing the activities performed during the reporting period signed by the Country Manager or other World Bank designated representative shall be submitted together with the invoice.

All reports and outputs as described in the table in Schedule 1 of this Agreement submitted by the Bank shall be written in English and Romanian and shall be labeled with the Romanian Government’s logo, the European Union logo and the logo for Structural Instruments in Romania, as well as the sentence “Project co-financed from European Fund for Regional Development through OP TA 2007-2013.” For the purposes of the reports and table of outputs described in the table in Schedule 1, the Bank shall submit the English version of the reports and outputs on the dates indicated in said table. The Bank shall submit the Romanian version of the reports and outputs within a maximum of 15 business days following the English version.

(d) According to Section 9 (a) of Article VII of the Articles of Agreement of the Bank, its assets, income and its operations and transactions shall be immune from all taxation and from all
custom duties. The Bank shall also be immune from liability for the collection or payment of any tax or duty.

12. **Expiration and Termination.**

(a) This Agreement shall expire on the day falling seven (7) months after the Effective Date unless it shall earlier be renewed with the mutual agreement of the Recipient and the Bank.

(b) Either the Recipient or the Bank may terminate this Agreement prior to its expiration upon ninety (90) days written notice to the other. Upon receipt of such notice, the parties shall take all appropriate steps to terminate in an orderly manner the activities then ongoing under the Advisory Services and to settle promptly all outstanding matters.

(c) Notwithstanding termination or expiration of this Agreement, the provisions of this Agreement relating to (i) obligations of the Recipient under Section 12 hereof, and (ii) the obligation of the Recipient to pay to the Bank remuneration for the Advisory Services satisfactorily performed prior to the date of termination or expiration of this Agreement and reimbursement of any reasonable costs related to the prompt and orderly termination of this Agreement, shall continue in full force and effect. Also, the Bank shall reimburse the Recipient any advance payment not justified by performed services prior to the date of termination or expiration of this Agreement.

13. **Disclaimers, Liabilities and Indemnification.**

(a) The Bank makes no express or implied representation or warranty as to the accuracy, completeness or sufficiency of any reports, documents, analyses, memoranda or other information, including any projections or estimates contained therein, prepared by or with the assistance of Bank Personnel, nor as to the extent of success that may be achieved in the implementation of any recommendation contained therein.

(b) Without limitation to the immunities and privileges of the Bank under its Articles of Agreement and other applicable rules of international law, the Bank shall not be liable to the Recipient or other third party for any loss, cost, damage or liability that the Recipient shall incur as a result of the Advisory Services.

(c) The Recipient shall (i) indemnify and hold the Bank and the Personnel harmless from any losses, costs, damages or liability to which the Bank or Bank Personnel may be subject, including without limitation as a result of any claim, suit or action brought against any of them by any third party (whether or not affiliated with the Recipient) on whatever grounds, in connection with the performance of the Advisory Services by the Bank hereunder or the reliance by any person on anything done or not done by the Bank, and (ii) reimburse the Bank for any expenses, including any legal expenses, reasonably incurred by the Bank in connection therewith, except those resulting from the gross negligence or willful misconduct of the Bank or Bank Personnel.

(d) The parties acknowledge and agree that it is not the purpose of this Agreement to create a partnership, joint venture or similar arrangement whereby the parties could be held jointly liable
vis-à-vis third parties or for any other purposes. Nothing herein shall constitute a commitment by the Bank to provide financing to the Recipient in respect of the Project or otherwise.

14. **Enforceability.** The rights and obligations of the Bank and the Recipient under this Agreement shall be valid and enforceable in accordance with their terms notwithstanding the law of any state or political subdivision thereof to the contrary.

15. **Settlement of Disputes.** The parties hereto will endeavor in good faith to resolve any differences and disputes under, or in connection with, this Agreement by amicable settlement. Any dispute arising out of or in connection with this Agreement which is not settled by agreement of the parties shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date of this Agreement. In the event of a conflict between the UNCITRAL Arbitration Rules and the terms of this Agreement, the terms of this Agreement shall govern.

16. **Amendments.** Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the parties.

17. **Saving of Rights.** No course of dealing and no failure or delay by any party hereto in exercising any power, remedy, discretion, authority or other right under this Agreement shall impair, or be construed to be a waiver of or an acquiescence in, that or any other power, remedy, discretion, authority or right under this Agreement, or in any manner preclude its additional or future exercise.

18. **Successors and Assignees; No Assignment without Consent.** This Agreement binds and benefits the respective successors and assignees of the parties, provided that none of them may assign this Agreement in whole or in part without the prior consent of the other.

19. **Entire Agreement and Counterparts.** (a) This Agreement, together with all its Schedules, constitutes the entire agreement among the parties hereto and supersedes any and all prior agreements, understandings and arrangements, oral or written, between the parties with respect to the subject matter hereof.

(b) In case of any conflict between the terms of the Schedules to this Agreement and those of this Agreement, the terms of this Agreement shall prevail.

(c) This Agreement may be executed in several counterparts, each of which is an original, but all of which constitute the same agreement.

20. **Language.** This Agreement is drafted in English.

21. **Notices and Addresses.** (a) All notices required or permitted to be given pursuant to this agreement shall be in writing and shall be deemed to have been duly given or made when delivered by hand or by mail, or facsimile to the signatories to this Agreement at their addresses as set out below or such other addresses as may be notified by either party from time to time. Notices forwarded by registered mail shall be deemed to be delivered upon delivery. Notices
made by facsimile transmission shall also be confirmed by mail, with their effective date being the date of initial transmission.

(b) The following addresses are specified for the purposes of this Agreement:

For the Recipient:

Ministry of Information Society
14 Libertatii Blvd., Sector 5, Bucharest
Romania

Phone: +40 21 400 11 90
Fax: +40 21 311 41 31

For the Bank:

The World Bank
1818 H Street, NW
Washington, DC 20433
USA

Phone: +1 202 477-1234
Fax: +1 202 477-6391
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the day and year indicated below.

MINISTRY OF INFORMATION SOCIETY

By: Sorin Mihai GRINDEANU
Minister
Ministry of Information Society

Authorized Representative

Date: 02.04.2015

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By: Elisabetta CAPANNELLI
Country Manager for Romania and Hungary
The World Bank

Authorized Representative

Date: April 2, 2015
SCHEDULE 1

Description of the Advisory Services
Support to the Implementation of the National Strategy on Digital Agenda for Romania 2014-2020

1. Background
The National Strategy on Digital Agenda for Romania (NSDAR) is aimed at the economic growth and increased competitiveness in Romania, both by direct actions and support for effectively enhancing the information, communications and technology (ICT) and by actions for improving the efficiency and effectiveness of public administration by providing electronic services (e-government) to citizens and businesses, and for improving the productivity of the private sector by using IT solutions, etc. Although a significant progress has already been achieved, including the development of the National Plan on Next Generation Access and Network Infrastructure (NGA & NGN), and the Smart Specialisation Strategy and Policy, efforts should be further made to operationalize these strategic documents in order to take full advantage of the EU funding for the period 2014-2020.

MIS has restricted capacity to respond in an efficient manner to all the challenges related to operationalising these strategic documents. To address such restriction the procurement of expert advice is required. For this purpose the Ministry of Information Society asked the World Bank to support the operationalization and implementation of NSDAR.

2. Advisory Services
Objective. The objective of the Advisory Services is twofold: (i) to provide support for the operationalization of the NGA&NGN strategy through the provision of recommendations for improving the legal and regulatory framework and through analysis of the socio-economic and communication market conditions for selecting areas for broadband and NGN investment interventions; and (ii) to provide support for the implementation of a monitoring and evaluation system for the National Strategy on Digital Agenda that would allow transparent and real time monitoring of the progress in implementation both by Government and by citizens.

Component 1: Support for enhancing the broadband infrastructure
The objective of extending the broadband connection and high speed networks as well as the targets proposed at European level represents a priority objective also under the Digital Agenda for Romania for the period 2014-2020. Such objective shall be achieved by the gradual implementation of the actions provided in the National Plan for Development of NGA & NGN Infrastructure Strategy.

The advisory services under this component will consist of the following activities:

Activity 1.1: Reviewing and analysing of the legal, regulatory and institutional framework for electronic communication.

Activity 1.2: Analysing of the socio-economic and communication market conditions for selecting areas for broadband and NGN investment interventions.
COMPONENT 2. Monitoring and evaluation framework for implementation of the National Strategy on Digital Agenda for Romania.

The effective implementation of the National Strategy on Digital Agenda for Romania (NSDAR) requires a solid system for measuring the performance of the agenda programmes and enabling an active commitment with the internal and/or external stakeholders, particularly citizens, in defining and prioritising the goals and following up the outcomes. The citizens' capacity to see the impact of a Digital Romania is critical for its success and for the public support thereof.

The following activities to be implemented are:

2.1. Analysing and elaborating recommendations for improving the M&E system proposed by NSDAR; based on such recommendations the Bank shall assist the Recipient in elaborating a monitoring and evaluation manual for NSDAR, including in identifying solutions for an adequate institutional framework of operationalization thereof;

2.2. The Bank will provide assistance in designing two Dashboards (web pages), one intra-government and the other for citizens, operating as interfaces with users for the graphical and real time presentation of the current status and the history of the monitoring and evaluation indicators.

a. **Timetable.** Except as the Recipient and the Bank may otherwise agree, the Bank shall endeavor to perform the Advisory Services in accordance with the following tentative timetable:

<table>
<thead>
<tr>
<th>Output</th>
<th>Proposed Timing (from effective date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inception Report (both components)</td>
<td>2 months</td>
</tr>
</tbody>
</table>

**COMPONENT 1: Support for enhancing the broadband infrastructure**

<table>
<thead>
<tr>
<th>Output</th>
<th>Proposed Timing (from effective date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1. a. Report on the analysis of the legal, regulatory and institutional framework for electronic communication and of any relevant strategic documents.</td>
<td>7 months</td>
</tr>
<tr>
<td>1.1. b. Assistance in organizing two workshops</td>
<td>7 months</td>
</tr>
<tr>
<td>1.2. Report on typologies of communities/geographic areas and options for broadband and NGN investment interventions</td>
<td>7 months</td>
</tr>
</tbody>
</table>

**COMPONENT 2: Monitoring and evaluation framework for implementation of the National Strategy on Digital Agenda for Romania**

<table>
<thead>
<tr>
<th>Output</th>
<th>Proposed Timing (from effective date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1. Report on monitoring and evaluation manual for NSDAR, including identifying solutions for an adequate institutional framework and operationalization thereof</td>
<td>7 months</td>
</tr>
</tbody>
</table>
3. **Bank Personnel**
The Bank will be responsible for determining the appropriate composition of the team needed to fulfill the Advisory Services. The Bank personnel will include senior public sector specialists and urban management specialists with expertise in the following areas: information, communication and telecommunication, monitoring and evaluation, private sector development, sociologist.

4. **Counterparts and Facilities**
(a) The Recipient will provide facilities for conducting meetings or workshops, as described in this Agreement. For all such activities to be conducted pursuant to this Agreement, the Recipient will provide, or cover, the cost of the facilities (including the venue) and other reasonable expenditures necessary for successful completion of each meeting.

(b) The Recipient shall assume responsibility to facilitate collaboration of the relevant institutions and to encourage timely response to requests made by the Bank in the context of the Advisory Services.

(c) The Recipient shall at all times provide the Bank in a timely manner with any and all information that may affect the performance of the Advisory Services, and inform the Bank of any developments relating to the Advisory Services. The Recipient shall take all measures necessary to enable Bank Personnel to carry out the Advisory Services hereunder, and shall in particular, without limitation:

   (i) provide to the Bank all information on the Recipient and the Advisory Services as may be necessary for the purpose;

   (ii) permit Bank Personnel to visit the Advisory Services site(s) and facilities, any premises where the business of the Recipient is conducted and to have access to books and records relevant to the Advisory Services and to Recipient employees, managers, auditors and agents working on the Advisory Services; and

   (iii) promptly notify the Bank of any proposed change in the nature or scope of the Advisory Services and of any event or condition which has or could reasonably be expected to have a material effect on the performance of the Advisory Services.

(d) It is expressly agreed and understood that the Bank shall bear no responsibility for delay in performance occasioned by the Recipient’s failure to provide its contribution as set forth in Section 4 (c) above or to otherwise cooperate with the Bank as set forth in this Section.
SCHEDULE 2
FORMAT OF PROGRESS REPORT

I. Time Period Covered: __________________

II. Summary Assessment
   - Overall Status of Work and Relative Progress
   - Project Coordination Issues to be Addressed
   - Summary of Findings and Conclusions
   - Next Steps
   - Labor Inputs to Date by Expert

III. Progress

   Component 1:
   - Types of Activities and Analysis Completed
   - Anticipated next steps

   Component 2:
   - Types of Activities and Analysis Completed
   - Anticipated next steps
### SCHEDULE 3

#### SAMPLE TIME SHEETS

<table>
<thead>
<tr>
<th>Expert Name</th>
<th>Expert type (intl/local)</th>
<th>Component s/Role</th>
<th>Timesheet (days worked each week)</th>
<th>Month 1 week</th>
<th>Month 2 week</th>
<th>Month 3 week</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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**Note:**
The information provided above was derived from the Bank's internal timekeeping system.

Time per week for experts is charged according to Bank's human resource policy (which permits experts to charge time worked on weekends).
Objective of the Advisory Services Agreement:
The objective of the Advisory Services is twofold: (i) to provide support for the operationalization of the NGA&NGN strategy through the provision of recommendations for improving the legal and regulatory framework and through analysis of the socio-economic and communication market conditions for selecting areas for broadband and NGN investment interventions; and (ii) to provide support for the implementation of a monitoring and evaluation system for the National Strategy on Digital Agenda that would allow transparent and real time monitoring of the progress in implementation both by Government and by citizens.

Reporting Period:

Description of Services provided:

(short presentation of services provided during the reporting period)

Country Manager’s/World Bank designated representative’s signature

Date: